purpose of instructing and informing the public in regard to such matters of public concern as he may properly consider that they have a *bonâ fide* interest in correctly understanding, provided he be actuated solely by the motive of rendering his paper a fair and faithful instructor in regard to and commentator upon such matters, and not by any sinister and malicious motive towards those thereby exposed to opprobrium. This is, indeed, a very broad shield, a privilege scarcely less than that of the member of Parliament. But we do not well see how it could be much narrowed, without restricting it within such limits as to render the privilege of no avail. It is well, perhaps, that the freedom of the press should cover all matters of public concern, where the publisher is actuated solely by a desire correctly to instruct the public mind, and by no spice of personal malice.

I. F. R.

LONDON, December 27th 1867.

THE BANKRUPT ACT. A COMPLIMENT TO AMERICAN LEGISLATION.

HAVING been assured that the bankruptcy bill now pending in the English Parliament, was to a great extent copied from the act now in force in the United States, we have taken some pains to authenticate a fact so honorable to American legislation and reflecting such credit upon the accomplished author of our act, the Hon. THOS. A. JENCKES, of Rhode Island. The following is believed to be a correct statement of the facts.

Ever since the passage of Lord Westbury's Act in amendment of the bankrupt laws, in 1860, efforts have been made each session of Parliament, to rid it of some of its cumbrous and expensive features, and to simplify its details, which were found to be almost as burdensome as the provisions of the previously existing bankrupt laws. A special committee was appointed to inquire into the working of the law, which took considerable testimony on the subject, and, in 1865, after the first draft of our bankrupt bill had been made public and had passed the House of Representatives, made a partial report recommending amendments to Lord Westbury's Act. More than three-fourths of these proposed amendments had already been incorporated into the bill before

Congress. That committee expired with the Parliament, but immediately on the assembling of the new Parliament a new committee was raised, and at the session in the summer of 1866, after the bill which has since become the bankrupt law of this country had passed our House of Representatives, a bill consolidating and amending all the English bankrupt laws was reported to the House of Commons by Sir Roundell Palmer and Sir George Grey, from the committee, which contained some other provisions similar to those in our law. That bill fell with the Gladstone ministry, but the committee was continued, and, in April 1867, after our bill had become a law, an entirely new bill was reported to the House of Commons, and is now pending there, which closely resembles our law in its structure and in the great majority of its details, and also in its analysis, method, and language.

Many provisions of our law had been taken from the English statutes of bankruptcy, with modifications of language, and when these provisions were retained in the new bill, the new language of our statute also appears. The most striking point of resemblance is in the machinery by which the law is carried into effect. The English laws are administered by commissioners and registrars, who have fixed places of holding court, and before whom the proceedings are dilatory and expensive. The simple device of making the registers in bankruptcy under our law movable, like a Yankee Probate Court, and requiring them to act without delay, and to report regularly to the court, and always to be under control of the court, has made possible the successful practical working of a bankrupt law in this country. The new English bill provides for precisely such a system in England. A court of bankruptcy is established in London in the metropolitan district, and in the country the county courts are made courts of bankruptcy, just like our district courts, and the registrars of these courts perform the same functions as our registers. The old commissioners and registrars are not removed, for that would require an indemnification to them by pensions, but they are to perform, while they live, the same duties as the registrars of the county courts, and when they shall all have died out, the system will be homogeneous like ours. A Court of Appeal in Bankruptcy has the same powers and jurisdiction as our Circuit Courts. There has been almost as great a difference between a register's court of bankruptcy in this country and a commissioner's or registrar's

court in England as between a Yankee Probate Court and the Court of Arches, but our simple device has commended itself to the learned lawyers charged with the preparation of their new bill.

There are some provisions in the proposed English Act which are new, and are decided improvements on any other English system, but which are not well adapted to the circumstances of this country. These also seem to be encumbered with a machinery which must prove dilatory and expensive in operation, and the bill was recommitted to the committee for modification in these respects and to report at the session to be held during the present month (February 1868). It is expected that the bill will then be brought before the House of Commons by the Attorney-General, and some explanation of its history and composition may be expected in his opening speech. J. A. J.

RECENT AMERICAN DECISIONS.

United States Circuit Court, Northern District of Ohio. January Term, 1868.

JEREMIAH ENSWORTH *v.* THE NEW YORK LIFE INSURANCE CO.

In a suit brought in *assumpsit* for breach of a contract between an insurance agent and his insurance company, by which it was agreed that he should receive a percentage on all renewals of policies procured by him as long as such policies remain in force: *Held*, that the action may be sustained as upon a contract indivisible, and testimony will be admitted to show the probable expectancy of the duration of such policies.

An established custom among insurance companies as to an agent's property in lists of policies procured by him may be introduced to explain such contract.

THE plaintiff brought his action in a state court, from which the defendant, The New York Life Insurance Company, caused the same to be removed, under the provisions of the Act of 1789, to the Circuit Court of the United States.

The plaintiff was in 1861 appointed defendant's agent at Cleveland, Ohio, and an agreement made by which he was to receive 10 per cent. on first premiums, on policies procured by him, and 5 per cent. on the renewal premiums, as long as such policies should remain in force. In February 1865, the plaintiff was dis-